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## Purpose

The purpose of this policy and procedure is to outline Everest Institute of Education (Ei)'s approach to ensuring it maintains open, fair, and transparent procedures for making decisions about the finalisation of enrolment of students.

This policy and procedure contributes to ensuring compliance with Chapter 2—Enrolment , Clauses 3.5, 5.1, 5.2, 5.3 and 7.3 of the Standards for Registered Training Organisations 2015 and ESOS Act, National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 Standards 3.

## Definitions

**ASQA** means Australian Skills Quality Authority which is the national VET regulator and the RTO's registering body

**AVETMISS** means Australian Vocational Education and Training Management Information Statistical Standard

**Ei** means Everest Institute of Education

**ESOS Act** means Education Services for Overseas Students Act 2000

**PRISMS** means Provider Registration and International Students Management System

**National Code** means National Code of Practice for Providers of Education and Training to Overseas Students 2018

**Standards** means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

**Student Identifier** means a unique number assigned to an individual by the Registrar, in accordance with the Student Identifiers Act 2014

**Tuition fees** - Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.

Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicum and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

**Non-tuition fees** cover other items not directly related to tuition, and may be compulsory or discretionary.

**TPS means** the Tuition Protection Service

**USI** means Unique Student Identifier, and has the same meaning as 'Student Identifier'.

## Policy

1. Everest Institute of Education (Ei):
  - Accepts and provides credit to learners for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where these are evidenced by:
    - AQF certification documentation issued by any other RTO or AQF authorised issuing organisation, or
    - authenticated VET transcripts issued by the Registrar.
  - Prior to enrolment or the commencement of training and assessment, whichever comes first, Ei provides advice to the prospective learner about the training product appropriate to meeting the learner's needs, taking into account the individual's existing skills and competencies.
  - Prior to enrolment or the commencement of training and assessment, whichever comes first, Ei provides, in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with the Ei.
  - Where Ei collects fees from the individual learner, either directly or through a third party, Ei provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
    - a) all relevant fee information including fees that must be paid to Ei and payment terms and conditions including deposits and refunds.
    - b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
    - c) the learner's right to obtain a refund for services not provided by Ei in the event the:
      - i) arrangement is terminated early
      - ii) the Ei fails to provide the agreed services.
2. Everest Institute of Education (Ei) ensures the obligations and rights of both Ei and the student are clearly set out, including the course money payable and services the provider is obliged to supply.
3. Everest Institute of Education (Ei) will enter into a written agreement with the student before (or at the same time as) accepting course money from the student.
4. The written agreement must contain, as a minimum, the following: -
  - identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
  - provide an itemised list of course money – tuition and non-tuition, payable by the student
  - provide information in relation to refunds of course money
  - set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Protection Service. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition; and
  - advise the student of his or her obligation to notify the registered provider of any changes to contact details, and who to contact in an emergency, while in Australia and studying with Ei.

5. Information about the refunds of course money will cover the following: -
  - amounts that may or may not be repaid to the student;
  - processes for claiming a refund;
  - a plain English explanation of what happens in the event of a course not being delivered; and
  - a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.
6. Under the National Code 2018, Ei is required to have a written agreement with each student. Ei will not accept course money from the student before this agreement has been signed or otherwise accepted the agreement.
7. All written agreements will outline internal and external complaints and appeals processes, and contain a statement advising that the agreement does not affect the rights of an overseas student to take action under Australian Consumer Law, where applicable.
8. All written agreements will outline a process for claiming a refund and any specified person(s) who can receive a refund (other than the overseas student). The written agreement will also provide an explanation of what happens in the event of a course not being delivered, including the role of Tuition Protection Service (TPS).
9. Written agreements will also set out the circumstances in which personal information may be disclosed, in accordance with the Privacy Act 1988 with other relevant parties where required.

## Procedures

### 1. Application Assessment

Procedure	Responsibility
<p><b>Assessment of suitability</b></p> <ul style="list-style-type: none"> <li>• Upon receipt of an application/enrolment form, review the documentation for suitability of enrolment.</li> <li>• For both domestic and international students this includes checking:               <ul style="list-style-type: none"> <li>– All required information has been provided.</li> <li>– Authenticity of any relevant academic documents by contacting the institution that issued the certification. Where the institution cannot be contacted because it no longer exists or because no response is received, Ei staff will conduct the following: interview the student regarding the authenticity, contact ASQA for record of results after completing the consent form from the student. Where the authenticity of the academic document provided is found to be false or fraudulent the student’s application will be immediately rejected.</li> <li>– The applicant meets entry requirements and has required pre-requisites</li> <li>– The reasons for enrolling as identified in the application documents –</li> </ul> </li> </ul>	<p>Administration Team General Manager Director of Operations</p>

Procedure	Responsibility
<p>is the course suitable for the career goals of the applicant?</p> <ul style="list-style-type: none"> <li>– Suitability of delivery model for the applicant. Eg. Class-based, are classes in a suitable location for them to travel to etc.</li> <li>– For workplace-based courses, is there approval from the workplace?</li> <li>– For international students only this includes checking: Whether the student has stated that they are already enrolled with another provider and have not yet finished 6 months of their principal course of study. Refer to Course Transfer Policy and Procedure for actions.</li> <li>– The applicant has the required English language level as specified in the entry requirements. All IELTS results submitted are verified on the IELTS Test Report Form (TRF) Verification Service online and the verification is noted on the students' file. Where the applicant has provided other English Language tests other than IELTS, these are also verified through the relevant process.</li> <li>– Applicants may also be issued with a conditional letter of offer subject to meeting the required English language levels and providing evidence of such.</li> </ul> <ul style="list-style-type: none"> <li>• As per the <i>Training and Assessment Policy &amp; Procedure (TA7)</i> for Student Support, check if the student has identified that they have any additional support needs on the form. If some have been identified discuss with General Manager about ability to provide this additional support.</li> <li>• If suitability has not been confirmed through documentation, follow up with applicant to provide further information or provide reasons for the course being unsuitable. Follow up in writing.</li> <li>• Once it has been confirmed from documentation that applicant may be suitable, conduct verbal interview with applicant. This could be face to face or over the phone. Document discussion. Ensure the applicant receives information about the course and its suitability to their needs during the interview.</li> <li>• Ensure applicant has received the Student Handbook, Course Outline and Student Agreement.</li> <li>• Where an applicant is deemed not suitable for the course, send a rejection letter stating that the applicant has not been successful, including the reasons for this.</li> </ul>	

## 2. Credit application

Procedure	Responsibility
<ul style="list-style-type: none"> <li>• If Credits are applicable, conduct Credit assessment in accordance with the <i>Credit Policy and Procedure</i> and/or RPL procedure in <i>Training and Assessment Policy and Procedure</i>.</li> <li>• On receipt of signed acceptance of credit, place this on the student's file.</li> </ul>	Administration Department

### 3. Student identifier

Procedure	Responsibility
<ul style="list-style-type: none"> <li>Ensure student has provided a verified USI. This may be provided by the student providing their number on the form or by the student giving permission for Ei to create a USI on their behalf. Where no information on the USI has been provided by the student, the student should be notified that their enrolment is on hold until this has been provided.</li> <li>Where the student has provided approval for the RTO to generate the USI, follow the online process for generation of a USI for the student.</li> </ul>	Administration Department

### 4. Finalisation of Enrolment

Procedure	Responsibility
<p><b>COE Letter, Student Agreement and Invoice</b></p> <ul style="list-style-type: none"> <li>For domestic students: <ul style="list-style-type: none"> <li>Create Confirmation of Enrolment Letter and Student Agreement.</li> <li>Create deposit invoice.</li> <li>Post to student</li> </ul> </li> <li>For international students: <ul style="list-style-type: none"> <li>Create Letter of Offer and Student Agreement to meet requirements of National Code 2018 Standard 3</li> <li>Create invoice</li> <li>Where credit awarded, notify student of reduced course duration.</li> <li>Once signed written agreement received, create Confirmation of Enrolment.</li> <li>Provide Confirmation of Enrolment to student</li> <li>Enter student details into PRISMS</li> </ul> </li> <li>Keep copies of all documents and file in student file .</li> </ul>	Administration Department

### Document Control

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